

Janella T. Gholian (SBN 258155)
janella.gholian@katten.com
KATTEN MUCHIN ROSENMAN LLP
2029 Century Park East
Suite 2600
Los Angeles, CA 90067-3012
Telephone: 1.310.788.4400

Floyd A. Mandell (*pro hac vice*)
floyd.mandell@katten.com
Carolyn M. Passen (*pro hac vice*)
carolyn.passen@katten.com
KATTEN MUCHIN ROSENMAN LLP
525 W. Monroe Street
Chicago, IL 60661-3693
Telephone: 1.312.902.5200

Attorneys for Defendant 1600 Breakfast
Club, LLC d/b/a The Breakfast Club

William B. DeClercq
william@DeClercqLaw.com
State Bar No. 240538
DeClercq Law P.C.
445 Figueroa Street, Suite 3100
Los Angeles, CA 90071
Tel.: (626) 408-2150

JS-6

Attorney for Plaintiff The Breakfast Klub, Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

THE BREAKFAST KLUB, INC.,
Plaintiff,
v.
1600 BREAKFAST CLUB, LLC d/b/a
The BREAKFAST CLUB, and JOHN
DOES 1-10,
Defendants.

} Case No. 2:22-cv-03730 FMO (GSJx)
}
} Hon. Fernando M. Olguin
}
} **ORDER ON STIPULATION FOR**
} **DISMISSAL**

Counsel for the undersigned parties respectfully report to this honorable Court that the parties to this action are engaged in serious settlement discussions and expect to resolve all outstanding issues alleged in plaintiff's complaint and in defendant's answer to the complaint.

The parties and counsel reasonably believe that this dispute will be fully resolved within 30 days.

Accordingly, the parties respectfully ask the Court to issue an order dismissing this case without prejudice. The parties agree and stipulate that if either party wishes to refile this case, it must do so no later than December 2, 2024.

The stipulation, agreement, and request for an order inures to the benefit of both parties and promotes judicial economy because it avoids accruing additional legal fees and costs, and expenditure of judicial resources, while the parties work cooperatively toward settlement.

In the event this case does not settle, the parties each reserve all their rights, including without limitation, any right to pursue attorneys' fees and/or costs.

IT IS SO STIPULATED AND AGREED.

Dated: October 31, 2024

KATTEN MUCHIN ROSENMAN LLP

By: /s/ _____
Attorneys for Defendant
1600 BREAKFAST CLUB, LLC d/b/a
The BREAKFAST CLUB

Dated: October 31, 2024

DECLERCQ LAW P.C.

By: /s/ _____
Attorneys for Plaintiff
THE BREAKFAST KLUB, INC.

ORDER

Upon the foregoing stipulation of the parties hereto and for good cause shown, the Court hereby orders that this case is dismissed without prejudice.

IT IS SO ORDERED.

Dated: November 4, 2024

By: _____/s/_____
The Honorable Fernando M. Olguin
United States District Judge